

REMARKS

Applicants respectfully request reconsideration of the present application in view of the foregoing amendments and in view of the reasons that follow.

Status of Claims:

No claims are currently being added or cancelled.

Claims 1, 7 and 16 are currently being amended.

This amendment and reply amends claims in this application. A detailed listing of all claims that are, or were, in the application, irrespective of whether the claims remain under examination in the application, is presented, with an appropriate defined status identifier.

After amending the claims as set forth above, claims 1-4, 7-12 and 16-20 are pending in this application.

Claim Rejections – 35 U.S.C. § 112, 1st Paragraph:

In the Office Action, claims 1-4, 7-12 and 16 were rejected under 35 U.S.C. § 112, 1st Paragraph, as failing to comply with the written description requirement, for the reasons set forth on pages 2 and 3 of the Office Action. In reply, claims 1, 7 and 16 have been amended to make it clear that an “e-mail address of the at least one new dispatchable temporary worker included in the matching dispatchable temporary worker information is also transmitted by said means for searching to said job offer terminal via said network, based on a request for the e-mail address of the at least one new dispatchable temporary worker that is output from said job offer terminal via the network.” Further, it is noted that page 3 of the Office Action asserts that only regular mail delivery (e.g., using the postal service) is contemplated on pages 23 and 24 of the specification, with respect to a contract negotiation phase between a temporary worker and a job offer site. Applicant respectfully disagrees with this assertion, since: a) it is clear from the entire specification that the present invention involves network communications, and thus e-mail communications, and that b) the “mail address” described on pages 23 and 24 of the specification clearly means “e-mail address”, given the previous and further description of the invention prior to and after pages 23 and 24 of the specification.

Thus, all of the presently pending claims fully conform to 35 U.S.C. § 112, 1st Paragraph.

Claim Rejections – Prior Art:

In the Office Action, claims 1-4, 7-12 and 16 were rejected under 35 U.S.C. § 103(a) as being unpatentable over U.S. Patent Publication No. 2002/0010614 to Arrowood in view of U.S. Patent Publication No. 2002/0072946 to Richardson. This rejection is traversed with respect to the presently pending claims under rejection, for at least the reasons given below.

Presently pending independent claim 1 recites that an e-mail address of the at least one new dispatchable temporary worker included in the matching dispatchable temporary worker information is also transmitted by said means for searching to said job offer terminal via said network, and wherein at least one e-mail is sent from said job offer terminal to the e-mail address of the at least one new dispatchable temporary worker and vice versa, in a contract negotiating phase. Such features are not taught or suggested by either Arrowood or by Richardson, alone or in combination.

Page 7 of the Office Action asserts that “Arrowood further discloses email capabilities between the temporary worker and the system. Examiner takes official notice that [it] is old and well known for an employee and employer to work out terms of employment through contract negotiation before an employee takes a job with the employer. Therefore, it would have been obvious to one of ordinary skill in the art at the time of the invention to include email negotiation of employment terms to arrive at the employment information of Arrowood in order to more efficiently work of [sic, “out”?] the employment information/terms using the known benefits of automation.”

Applicants strongly disagree with these assertions made in the Office Action, and submits that the Office Action is adopting hindsight reconstruction of the claimed invention, which is an improper basis for rejecting the claims. There is nothing in Arrowood or Richardson that teaches or suggests the use of e-mails in a contract negotiation phase, and to argue otherwise is to read much more into those references than is there (and which, as stated above, appears to be based on the Examiner reading the present invention first, and then reading those references).

It is noted that paragraph 0121 of Arrowood describes that, once a request for a candidate is filled, an assignment letter is transmitted electronically, whereby the system also disburses an e-mail message to the employee confirming the assignment. However, this says nothing about a contract negotiation phase between the candidate and the future employer of the candidate, which takes place prior to the sending of the emails in the system of Arrowood.

The comments made in the Office Action concerning an 'automated system', and how it would have been obvious to provide more automation to the combined system of Arrowood and Richardson by allowing the candidate and the prospective employer to perform contract negotiation via e-mails that are sent between those two parties, are clearly reading much more into those references than is there. Also, neither Richardson nor Arrowood teaches or suggests a procedure for providing an e-mail address of a candidate to the prospective employer, based on a request made by the prospective employer to a server, to be used during a contract negotiating phase between those parties. Such a feature could impinge on a candidate's privacy, and by no means is such a feature obvious to do (without having hindsight knowledge of the claimed invention).

Independent claims 7 and 16 recite similar features and those discussed above with respect independent claim 1, and thus all of the presently pending claims under rejection are patentable over the cited art of record.

Conclusion:

Since all of the issues raised in the final Office Action have been addressed in this Amendment and Reply, Applicants believe that the present application is now in condition for allowance, and an early indication of allowance is respectfully requested.

The Examiner is invited to contact the undersigned by telephone if it is felt that a telephone interview would advance the prosecution of the present application.

The Commissioner is hereby authorized to charge any additional fees which may be required regarding this application under 37 C.F.R. §§ 1.16-1.17, or credit any overpayment, to Deposit Account No. 19-0741. Should no proper payment be enclosed herewith, as by a check or credit card payment form being in the wrong amount, unsigned, post-dated, otherwise improper or informal or even entirely missing, the Commissioner is authorized to charge the unpaid amount to Deposit Account No. 19-0741.

If any extensions of time are needed for timely acceptance of papers submitted herewith, Applicants hereby petition for such extension under 37 C.F.R. §1.136 and authorize payment of any such extensions fees to Deposit Account No. 19-0741.

Respectfully submitted,

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By Phillip J. Articola

FOLEY & LARDNER LLP

Customer Number: 22428

Telephone: (202) 945-6014

Facsimile: (202) 672-5399

George C. Beck

Registration No. 38,072

Phillip J. Articola

Registration No. 38,819